

1 BILL NO. S-91-12-34

2 SPECIAL ORDINANCE NO. S-338-91

3 AN ORDINANCE approving CONTRACT FOR
4 RES. #915-91, CLEARVIEW
5 DRIVE/HILLEGAN ROAD (EDLU DRIVE)
6 SANITARY SEWER IMPROVEMENT between
7 DAVE'S EXCAVATING, INC. and the City
8 of Fort Wayne, Indiana, in
9 connection with the Board of Public
10 Works.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the CONTRACT FOR RES. #915-91,
14 CLEARVIEW DRIVE/HILLEGAS ROAD (EDLU DRIVE) SANITARY SEWER
15 IMPROVEMENT by and between DAVE'S EXCAVATING, INC. and
16 the City of Fort Wayne, Indiana, in connection with the
17 Board of Public Works, for:

18 construction of a sanitary sewer
19 more specifically described as
20 follows:

21 MAINLINE DESCRIPTION: Beginning at Structure
22 #1 seventy (70') feet West of the West right-
23 of-way line of Moore Drive and thirty-nine
24 (39') South of the North right-of-way of
25 Butler Road; thence North a distance of four
26 hundred (400') feet to a Structure #2; thence
27 North a distance of one hundred eighty-five
28 (185') feet to Structure #3; thence West a
29 distance of four hundred (400') feet to
30 Structure #4; thence West a distance of one
31 hundred sixty-five (165') feet to Structure
32 #5; thence North a distance of one hundred
eighty (180') feet to cleanout #2.

the Contract price is THIRTY-THREE THOUSAND THREE HUNDRED
SIX AND NO/100 DOLLARS (\$33,306.00), all as more
particularly set forth in said Contract, which is on file
in the Office of the Board of Public Works and, is by
reference incorporated herein, made a part hereof, and is
hereby in all things ratified, confirmed and approved.
Two (2) copies of said Contract are on file with the
Office of the City Clerk and made available for public
inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Charles B. Reed
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

SEWER CONSTRUCTION CONTRACT

Board Order 83-90

Contract 915-1991

Work Order 73806

THIS CONTRACT made and entered into in triplicate this 4 day of December, 1991, by and between DAVE'S EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

MAINLINE: Beginning at Structure #1 seventy (70') feet West of the West right-of-way line of Moore Drive and thirty-nine (39') feet South of the North right-of-way line of Butler Road; thence North a distance of four hundred (400') feet to a Structure #2; thence North a distance of one hundred eighty-five (185') feet to Structure #3; thence West a distance of four hundred (400') feet to Structure #4; thence West a distance of one hundred sixty-five (165') feet to Structure #5; thence North a distance of one hundred eighty (180') feet to Cleanout #2.

Lateral #2: Beginning at the aforementioned Structure #3; thence North a distance of fifty (50') feet to cleanout #1.

Said sewer shall be 8" in diameter.

All according to Fort Wayne Sewer Utility, Drawing No. 11252 , and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of THIRTY-THREE THOUSAND THREE HUNDRED SIX AND NO/100 (\$33,306.00). In the event the amount of work is increased

CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury

CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 915-1991
- b. Instructions to Bidders for Resolution No. 915-1991
- c. Contractor's Proposal dated 23 October 1991
- d. Fort Wayne Engineering Department Drawing 11252
- e. Supplemental Specifications for Resolution No. 915-1991
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.

1. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within NINETY (90) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common

CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

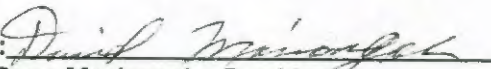
Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


CONTRACTOR: DAVE'S EXCAVATING, INC.


By: 
Dave Masiongale, President

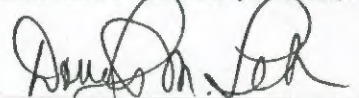
CITY OF FORT WAYNE

By: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS

By: 
Charles E. Layton, Director
Public Works

By: 
Katherine A. Carrier, Member

By: 
Douglas M. Lehman, Director
Administration and Finance

ATTEST:


Patricia Crick, Clerk

CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

ACKNOWLEDGEMENT

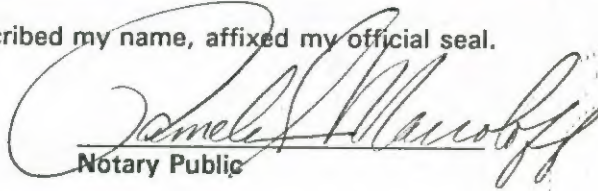
STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 25th day of November 1991, personally appeared the within named Dave Masiongale, who being by me first duly sworn upon his oath says that he is the President of Dave's Excavating and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of DAVE'S EXCAVATING, INC. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.


Notary Public

PAMELA S. MANOLOFF
Printed Name of Notary

My Commission Expires:

3-19-93

Resident of Allen County.

CLEARVIEW DRIVE/HILLEGAS ROAD SANITARY SEWER CONTRACT

| | | ENGINEER'S | | ESTIMATE | | DAVE'S | | EXCAVATING | | DEHNER | | CONSTRUCTION | | ALL STAR | |
|-------------|-------------------------------|-------------|------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|------------|--------------|------------|-------------|-----------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1 | 8" PVC SDR 35 | 1380 | LF | \$25.00 | \$34,500.00 | \$13.95 | \$19,251.00 | \$16.00 | \$22,080.00 | | | | | \$17.25 | |
| 2 | MANHOLE TYPE I-A | 5 | EA | \$1,100.00 | \$5,500.00 | \$1,210.00 | \$6,050.00 | \$1,200.00 | \$6,000.00 | | | | | \$1,035.00 | |
| 3 | STD CFW CLEANOUT | 2 | EA | \$700.00 | \$1,400.00 | \$195.00 | \$390.00 | \$250.00 | \$500.00 | | | | | \$300.00 | |
| 4 | 6" TAP INCLUDING PERMIT | 7 | EA | \$200.00 | \$1,400.00 | \$250.00 | \$1,750.00 | \$125.00 | \$875.00 | | | | | \$100.00 | |
| 5 | SEED AND MULCH | 1 | LS | \$2,000.00 | \$2,000.00 | \$1,665.00 | \$1,665.00 | \$1,725.00 | \$1,725.00 | | | | | \$2,400.00 | |
| 6 | ASPHALT REPAIR | 20 | SY | \$30.00 | \$600.00 | \$35.00 | \$700.00 | \$18.75 | \$375.00 | | | | | \$35.00 | |
| 7 | SPECIAL BACKFILL #53-#73 STON | 175 | CY | \$16.35 | \$2,861.25 | \$20.00 | \$3,500.00 | \$13.50 | \$2,362.50 | | | | | \$11.50 | |
| | TOTAL BID | | | | \$48,261.25 | | \$33,306.00 | | \$33,917.50 | | | | | | |
| | | SCHEIDLEMAN | | EXCAVATING | | LIBERTY | | CONSTRUCTION | | KREAGER | | BROS. | | SOILS AND | |
| | | | | | | | | | | | | | | ENGINEERING | |
| | | | | | | | | | | | | | | EXCAVATING | |
| | | | | | | | | | | | | | | BERCOT | |
| | | | | | | | | | | | | | | I.N.C. | |
| EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | EXTENSION |
| \$23,805.00 | \$17.65 | \$24,357.00 | \$17.80 | \$24,564.00 | \$17.50 | \$24,150.00 | \$21.00 | \$28,980.00 | \$19.50 | \$26,910.00 | | | | | |
| \$5,175.00 | \$1,265.00 | \$6,325.00 | \$1,350.00 | \$6,750.00 | \$1,400.00 | \$7,000.00 | \$1,100.00 | \$5,500.00 | \$1,224.00 | \$6,120.00 | | | | | |
| \$600.00 | \$100.00 | \$200.00 | \$400.00 | \$800.00 | \$175.00 | \$350.00 | \$400.00 | \$800.00 | \$331.00 | \$662.00 | | | | | |
| \$700.00 | \$125.00 | \$875.00 | \$70.00 | \$490.00 | \$220.00 | \$1,540.00 | \$60.00 | \$420.00 | \$130.00 | \$910.00 | | | | | |
| \$2,400.00 | \$500.00 | \$500.00 | \$1,338.00 | \$1,338.00 | \$1,700.00 | \$1,700.00 | \$1,200.00 | \$1,200.00 | \$1,533.00 | \$1,533.00 | | | | | |
| \$700.00 | \$28.00 | \$560.00 | \$22.00 | \$440.00 | \$50.00 | \$1,000.00 | \$24.00 | \$480.00 | \$40.00 | \$800.00 | | | | | |
| \$2,012.50 | \$16.00 | \$2,800.00 | \$17.19 | \$3,008.25 | \$15.00 | \$2,625.00 | \$8.00 | \$1,400.00 | \$15.90 | \$2,782.50 | | | | | |
| \$35,392.50 | | \$35,617.00 | | \$37,390.25 | | \$38,365.00 | | \$38,780.00 | | \$39,717.50 | | | | | |

Read the first time in full and on motion by Quadd,
seconded by Edmonds, and duly adopted, read the second time by
title and referred to the Committee on City Plan (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____, day
of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 12-10-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Edmonds, and duly adopted, placed on its passage.
PASSED ~~LOST~~ by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------|-------------|------------------|---------------|
| <u>TOTAL VOTES</u> | <u>9</u> | | | |
| <u>BRADBURY</u> | <u>✓</u> | | | |
| <u>BURNS</u> | <u>✓</u> | | | |
| <u>EDMONDS</u> | <u>✓</u> | | | |
| <u>GIAQUINTA</u> | <u>✓</u> | | | |
| <u>HENRY</u> | <u>✓</u> | | | |
| <u>LONG</u> | <u>✓</u> | | | |
| <u>REDD</u> | <u>✓</u> | | | |
| <u>SCHMIDT</u> | <u>✓</u> | | | |
| <u>TALARICO</u> | <u>✓</u> | | | |

DATED: 12-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~
(SPECIAL) ~~(ZONING MAP)~~ ORDINANCE RESOLUTION NO. S-328-91
on the 26th day of December, 1991

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of December, 1991,
at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of January,
1992, at the hour of 11:55 o'clock PA M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #915-91, Clearview Drive/Hillegas Road (Edlu Drive) Sanitary Sewer Improvement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #915-91, Clearview Drive/Hillegas Road (Edlu Drive) is for the construction of a sanitary sewer more specifically described as follows:

MAINLINE DESCRIPTION: Beginning at Structure #1 seventy (70') feet West of the West right-of-way line of Moore Drive and thirty-nine (39') feet South of the North right-of-way of Butler Road; thence North a distance of four hundred (400') feet to a Structure #2; thence North a distance of one hundred eighty-five (185') feet to Structure #3; thence West a distance of four hundred (400') feet to Structure #4; thence West a distance of one hundred sixty-five (165') feet to Structure #5; thence North a distance of one hundred eighty (180') feet to cleanout #2.

LATERAL A: Beginning at the aforementioned Structure #3; thence North a distance of fifty (50') feet to cleanout #1.

Said sewer shall be 8" in diameter.

Dave's Excavating, Inc., is the contractor.

D-91-12-34

EFFECT OF PASSAGE: Installation of sanitary sewer at above location.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$33,306.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-12-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RES. #915-91, CLEARVIEW DRIVE/HILLEGAN ROAD (EDLU DRIVE)
SANITARY SEWER IMPROVEMENT between DAVE'S EXCAVATING, INC. and
the City of Fort Wayne, Indiana, in connection with the Board
of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Handwritten signatures: C.R. Long, Charles B. Redd, Edmonds, Long, Schmidt, J. Brabury]

DATED: 12-19-91.

Sandra E. Kennedy
City Clerk